

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jose Roberto Mejia (“Plaintiff”), on the one hand, and Defendant El Valle Oaxaqueno, Inc. (“EVO”), on the other hand. The Agreement refers to Plaintiff and EVO collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against EVO—who is a party to this PAGA Settlement Agreement, and Defendant Lucio Arturo Aguilar (“Aguilar”), Defendant who is a Released Party by this PAGA Settlement Agreement—captioned *Jose Roberto Mejia v. El Valle Oaxaqueno, Inc., et al.*, Los Angeles Superior Court Case No. 21STCV42483, initiated on November 17, 2021 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” or “PSA” means Phoenix Settlement Administrators, a California corporation, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employees” means all current and former hourly paid or non-exempt employees, or other workers who should have been properly classified as such, if any, who work/ed for EVO within the State of California at any time during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in EVO’s possession, including each Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current mailing addresses for/of Aggrieved Employees, using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.8. “Court” means the Superior Court of California, County of Los Angeles.
- 1.9. “Defendants” means EVO, Aguilar, and Doe Defendants collectively.

- 1.10. "Defense Counsel" means Michelle L. Reynolds, Esq. of THE Legal Advocate.
- 1.11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. Unless contrary to applicable law, the Judgment is final as of the day the Court enters Judgment, otherwise the California Rules of Court pertaining to the timing of when a judgment becomes final applies.
- 1.12. "EVO" means named Defendant El Valle Oaxaqueno, Inc.
- 1.13. "Gross Settlement Amount" means FIFTY THOUSAND DOLLARS (\$50,000.00) which is the total amount EVO agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.
- 1.14. "Individual PAGA Payment" means each Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.15. "Judgment" means the judgment entered by the Court based upon the approval of this Settlement Agreement.
- 1.16. "LWDA" means the agency entitled the California Labor and Workforce Development Agency under Labor Code section 2699, subd. (i).
- 1.17. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.18. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder, i.e., the Net Settlement Amount, is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.19. "Operative Complaint" means the Complaint filed by Plaintiff against EVO, Aguilar, and Doe Defendants on November 17, 2021, in the Action, for Enforcement of Action Under the Private Attorney's General Act, California Labor Code §§ 2698 et seq.
- 1.20. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.21. "PAGA Counsel" means Young W. Ryu of LOYR, APC, the attorneys and firm representing the Plaintiff in the Action.
- 1.22. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment"

mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

- 1.23. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for EVO for at least one day during the PAGA Period.
- 1.24. "PAGA Period" means the period from August 6, 2020, to the Effective Date.
- 1.25. "PAGA Notice" means Plaintiff's August 6, 2021, letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.26. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$6,583.34) and the 75% to LWDA (\$19,750.00) in settlement of PAGA claims.
- 1.27. "Plaintiff" means Jose Roberto Mejia, the named plaintiff in the Action.
- 1.28. "Released PAGA Claims" means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.29. "Released Parties" means EVO and each of its former and present directors, officers, managing agents, shareholders, owners, attorneys, insurers, predecessors, successors, affiliates and/or assigns, as well as Aguilar and Doe Defendants.
- 1.30. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On November 17, 2021, Plaintiff commenced this Action by filing the Operative Complaint, which is fully incorporated herein by reference, alleging causes of action against Defendants for recovery of civil penalties under the PAGA for (1) failure to pay for all hours worked in violation of Industrial Welfare Commission ("IWC") Order No. 5 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198; (2) failure to provide legally compliant meal and rest periods in violation of Labor Code §§ 226.7, 512, 558, and 1198; (3) failure to pay the minimum wage in violation of IWC Order No. 5 and Labor Code §§ 200, 226, 226.7, 500, 510, 1197, 1194, and 1198; (4) failure to pay overtime and double-time wages in violation of IWC Order No. 5 and Labor Code §§ 200, 226, 500, 510, 1194, and 1198; (5) failure to reimburse necessary business expenses in violation of Labor Code § 2802; (6) failure to furnish complete and accurate itemized wage statements in violation of IWC Wage Order No. 5 and Labor Code §§ 226 and 1174(d); and (7) failure to pay all wages due upon separation of employment in violation of Labor Code §§ 201, 202, and 203. Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint, and deny any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to EVO, Aguilar, and the LWDA by sending the PAGA Notice on August 6, 2021, which is fully incorporated herein by reference. Defendants deny the allegations in the PAGA Notice, deny any failure to comply with the Labor Code sections identified in the PAGA Notice, and deny any and all liability for the PAGA violations alleged.
- 2.3. On October 27, 2022, the Parties participated in an all-day mediation presided over by Hon. Jeffrey K. Winikow (Ret.), which led to a full settlement of the Action, including the PAGA component according to the terms of this Agreement.
- 2.4. Prior to mediation, Plaintiff obtained, through formal discovery, timecards, payrolls, and other relevant documents and information pertaining to Defendants' payroll policies, practices, and procedures.
- 2.5. The Parties, PAGA Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1. Gross and Net Settlement Amount. EVO promises to pay FIFTY THOUSAND DOLLARS (\$50,000.00) and no more as the Gross Settlement Amount. EVO has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Net Settlement Amount, defined above, without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to EVO.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$16,666.66 and PAGA Counsel Litigation Expenses Payment of not more than \$3,000.00. EVO will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other counsel for Plaintiff arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA

Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment, and holds all Defendants harmless, and indemnifies EVO, from any dispute or controversy regarding any division/sharing or taxability of any of these Payments.

- 3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$4,000.00 except for a showing of good cause and as approved by the Court. To the extent the actual Administration Expenses are, or the Court approves payment, less than \$4,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties, which is currently estimated to be \$26,333.34, if the PAGA Counsel Fees Payment, PAGA Counsel Expenses Payment, and Administrator Expenses Payment are approved by the Court in the full amounts as allocated herein, to be paid from the Gross Settlement Amount, with 75% (\$19,750.00) allocated to the LWDA PAGA Payment and 25% (\$6,583.34) allocated to the Individual PAGA Payments.
 - 3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (currently estimated to be \$6,583.34) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - 3.2.3.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms only if the PAGA Payment is or exceeds \$600.00.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its bi-weekly payroll records from August 6, 2020 to February 22, 2023, and projecting to the Effective Date EVO estimates there are 169 Aggrieved Employees who worked or will have worked a total of 6,224 PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 30 days from the Effective Date, EVO will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to employees of the Administrator

who need access to the Aggrieved Employee Data to effect and perform under this Agreement. EVO has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which EVO must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data. Plaintiff and PAGA Counsel shall not be entitled to Aggrieved Employee Data, and thus Administrator shall not share Aggrieved Employee Data with Plaintiff and/or PAGA Counsel.

- 4.3. Funding of Gross Settlement Amount. EVO shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than six (6) months after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 21 days after EVO funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment to the LWDA, and the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment to PAGA Counsel; and pay the Administrator itself the Administration Expenses Payment. Disbursement of the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.
 - 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 business days of receiving a returned check, the Administrator must re-mail the check(s) to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.
 - 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate EVO to confer any additional benefits or make any additional payments to the Aggrieved Employees (including but not limited to 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when EVO fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

5.2 **Release by Aggrieved Employees:**

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

Assuming EVO fully funds the Gross Settlement Amount by transmitting the funds to the Administrator no later than six (6) months after the Effective Date, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for the PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment incurred in connection with the Operative Complaint, the PAGA Period facts stated in the Operative Complaint, the PAGA Notice, and this PAGA Settlement Agreement. Pertaining only to Released Parties, PAGA Counsel Waiver of Rights Under California Civil Code Section 1542. For purposes of PAGA Counsel's Release, PAGA Counsel expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. JOINT STIPULATION FOR APPROVAL OF SETTLEMENT. PAGA Counsel shall draft and prepare a joint stipulation for court approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff, through PAGA Counsel, will timely prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel shall draft and prepare a joint stipulation for court approval of this Settlement no later than 30 calendar days after the full execution of this Agreement. PAGA Counsel is responsible for delivering the Court's

Order to the Administrator and to Defense Counsel. PAGA Counsel is also responsible for giving notice of this Settlement to the LWDA pursuant to Labor Code section 2699, subdivision (1)(2).

- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed joint stipulation for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone and via email, and in good faith, to resolve the disagreement. If the Court conditions approval of this Settlement on any material change to this Agreement, PAGA Counsel and Defense Counsel will work together on behalf of the Parties by meeting in person or by telephone and email, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns. However, if the Court does not grant the stipulation for approval of this Settlement Agreement because of the Gross Settlement Amount or conditions approval of this Settlement Agreement on increasing the Gross Settlement Amount, then EVO has the right to choose one of the following two options: (i) EVO can choose to pay Plaintiff Five Thousand Dollars (\$5,000.00) in lieu of the Settlement, with payment being made to LOYR, APC Client Trust Account within 30 calendar days of notice of the Court's conditional approval or denial of this Settlement Agreement. If this occurs, Plaintiff hereby covenants to forego any right he may have to pursue or obtain civil penalties against EVO or Released Parties on his own behalf or on behalf of any alleged PAGA Aggrieved Employees pursuant to PAGA. Plaintiff also agrees to dismiss without prejudice the Action upon EVO's payment of \$5,000.00; or (ii) EVO can offer to pay the amount the Court would approve for a settlement that, upon completion of settlement administration, Plaintiff would dismiss with prejudice.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators (PSA) to serve as the Administrator and verified that, as a condition of appointment, PSA agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements and/or any other professional business contract(s) that do not result in a referral fee, kick-back, or gift from the Administrator to the Parties or their Counsel.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, EVO estimates that, as of the date of this Agreement, there are 169 Aggrieved Employees who worked 6,224 Pay Periods during the PAGA Period. To the extent that the number of pay periods in the PAGA Period increases by more than 10% of the PAGA Pay Periods of 6,224, EVO agrees that the Gross Settlement Amount shall increase proportionately for any increase over that amount, which EVO will pay, if, pursuant to Paragraph 6.3 of this Settlement Agreement, EVO does not opt to pay Plaintiff the \$5,000.00 for a dismissal without prejudice in the event the Court conditions or does not approve this Settlement Agreement due to the Gross Settlement Amount. However, even if the Gross Settlement Amount increases, the PAGA Counsel Fee Payment shall not exceed \$16,666.66 and the PAGA Counsel Litigation Expenses Payment shall not exceed \$3,000.00.
9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective Counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.
10. **ADDITIONAL PROVISIONS.**
- 10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is appropriate for purposes of this Settlement only. If, for any reason, the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' defenses only if EVO does not choose the option to pay Plaintiff the \$5,000.00 payment for a dismissal without prejudice. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court, unless, pursuant to Paragraph 6.3 of this Settlement Agreement, EVO chooses the option to pay Plaintiff the \$5,000.00 payment for a dismissal without prejudice in the event the Court does not approve this Settlement Agreement. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution, again unless EVO opts to pay Plaintiff the \$5,000.00 payment for a dismissal without prejudice.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Plaintiff, PAGA Counsel, Defendants, Defense Counsel, and PSA are not providing any advice regarding taxes or taxability of any payment required by this Settlement Agreement. Nothing in this Settlement Agreement should be relied upon as such tax or taxability advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits, if any, will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement, with the exception of any attorney's fee dispute between the Parties and each of their respective attorney(s).
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by EVO in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, the Administrator shall destroy all paper and electronic versions of Aggrieved Employee Data received from EVO.
- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Young W. Ryu, Esq.
young.ryu@loywr.com
LOYR, APC
1055 W. 7th Street, Suite 2290
Los Angeles, CA 90017

To EVO:
Michelle L. Reynolds, Esq.
AttorneyMichelleReynolds@gmail.com
THE Legal Advocate
2110 K Street, 124
Sacramento, CA 95816

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF: JOSE ROBERTO MEJIA

Dated: 3-17-23



Plaintiff JOSE ROBERTO MEJIA

DEFENDANT: EL VALLE OAXAQUENO, INC.

Dated: _____

Please Print Name of Authorized Signatory:

DEFENDANT: LUCIO ARTURO AGUILAR

Dated: _____

LUCIO ARTURO AGUILAR, Defendant who is a
Released Party by this Settlement Agreement

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to CCP section 583.330, to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

PLAINTIFF: JOSE ROBERTO MEJIA

Dated: _____

Plaintiff JOSE ROBERTO MEJIA

DEFENDANT: EL VALLE OAXAQUENO, INC.

Dated: 3/21/23

Please Print Name of Authorized Signatory:

LUCIO ARTURO AGUILAR, CEO

DEFENDANT: LUCIO ARTURO AGUILAR

Dated: 3/21/23

LUCIO ARTURO AGUILAR, Defendant who is a
Released Party by this Settlement Agreement